

# STUDENT WAIVER

## RELEASE AND WAIVER LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“ AGREEMENT”)

In consideration of participating **in gymnastics, cheer, ninja and special events instruction** I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the condition in which the event takes place, or the negligence of the “releases” named below: and that there may be other risks either not known to me or not readily foreseeable at this time: and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue X-Cel Gymnastics, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the “ releases” or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement of assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

AND I, the minor’s parent and/or legal guardian understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the releasees from all liability, claims, demands, losses or damages on the minor’s Account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

I hereby give permission for images of my child/children to be used for the purposes of X-Cel's internal attendance app.

I hereby give permission for images of my child/children through video, photo and digital camera, to be used for the purposes of X-Cel's promotional material and publications.

**I will keep my child at home if they have...**

- **New Cough**
- **Experience shortness of breath or difficulty breathing**
- **Fatigue**
- **Body aches**
- **New loss of taste or smell**
- **Fever (temperature higher than 100.4 degrees Fahrenheit when taken by mouth)**
- **Sore Throat that lasts more than 48 hours, especially when accompanied by a fever**
- **A significant rash, particularly when other symptoms are present**
- **Large amounts of discolored nasal discharge**
- **Severe ear pain**
- **An uncontrolled cough**
- **Diarrhea**
- **Headache, especially with a fever**

### Online Service

By accessing or using our X-CEL Gymnastics, Inc ("X-Cel") online video service ("Online Service") providing for participation in your home or locations other than an X-Cel gym, you agree to the Terms of Use set forth below. These Terms of Use incorporate by reference any additional terms and conditions with respect to the Online Services that are specified by X-CEL Gymnastics, Inc. via our website or otherwise. Prior to utilizing our Online Service you must follow the instructions provided below confirming your agreement to the terms provided below. In the event you fail to abide by these Terms of Use X-Cel reserves the right in its sole and absolute discretion without prior notice to terminate your access to the X-Cel Online Service.

### User Representations and Assumption of Risk

By using our Online Service you agree and warrant that you are voluntarily participating in the activities ("Activities") presented by the Online Service and that there is no requirement by X-CEL that you utilize the Online Service or participate fully in all or any of Activities presented. You agree that you will not participate in or perform any Activity presented by the Online Service that you do not feel comfortable performing or for which there is not sufficient physical space. You agree and warrant that the physical space in which you will be performing the Activities is sufficient in size for you to perform such Activities without causing injury to yourself or those around you. You acknowledge and understand performing the Activities in a confined space may subject you or those around you to potential injury or may cause damage to personal property located in that area. You agree that that if you believe conditions are unsafe you will immediately discontinue participation in the Activity. You understand the nature of this Activity and agree you are qualified, in good health, and in proper physical condition to participate in such Activity. You further agree and warrant that you are NOT participating in

or performing any Activity against the advice of any physician or medical professional. BY USING THE ONLINE SERVICE, YOU AGREE THAT YOU ARE ASSUMING ALL OF THE RISK OF HARM AND/OR INJURY AND/OR DISABILITY POTENTIALLY RESULTING FROM YOUR PERFORMANCE OF OR PARTICIPATION IN ANY ACTIVITY PRESENTED BY THE ONLINE SERVICE.

**Permitted Use and Restrictions**

You are only permitted by X-CEL to use the Online Services for your own personal and non-commercial use because you are a member of the X-CEL gym. This Online Services may not be used by you for any commercial purposes including but not limited to, the training of other individuals, conducting classes, sales of merchandise or services of any kind. You agree that, absent our express prior written consent, you shall not duplicate, download, publish, modify, create derivative works, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or the use of) the Online Services content. The content and software that are part of the Online Services are the property of X-CEL or our licensors and are protected by U.S. and international copyright laws. Nothing contained in the Online Services should be construed as granting any license or right to use any trade names, trademarks, service marks or logos without the express prior written consent of the applicable owner.

We may terminate the privileges of any user who violates our Terms of Use or engages in copyright or trademark infringement in connection with his or her use of the Online Services.

**RELEASE OF LIABILITY**

You acknowledge that you fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by your own actions, or inactions, those of others participating in the Activity, the condition in which the event takes place, or the negligence of the "Releasees" named below. You acknowledge that there may be other risks either not known to you or not readily foreseeable at this time and you fully accept and assume all such risks and all responsibility for losses, cost, and damages you incur as a result of participation in the Activity.

You hereby release, discharge, and covenant not to sue X-Cel, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "Releasee" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the " Releasees" or otherwise, including if applicable negligent rescue operations and further agree that if, despite this release, waiver of liability, and assumption of risk you, or anyone on your behalf, makes a claim against any of the Releasees, you will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

**LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL X-CEL OR ANY OWNERS, EMPLOYEES, VOLUNTEERS AND INDEPENDENT CONTRACTORS ASSOCIATED WITH X-CEL (an "X-CEL PARTY") BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARISE OUT OF OR ARE RELATED TO THE ONLINE SERVICE OR THESE TERMS OF USE, INCLUDING PHYSICAL INJURY OR HARM, INCLUDING BUT NOT LIMITED TO, DEATH, AND/OR PROPERTY OR OTHER DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE ONLINE SERVICES OR FROM INFORMATION MADE AVAILABLE THROUGH THE ONLINE SERVICES OR ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH. THE FOREGOING LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE ONLINE SERVICES. ALL LIMITATIONS OF LIABILITY OF ANY KIND IN THESE TERMS OF USE (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE) ARE MADE ON BEHALF OF BOTH X-CEL AND THE OWNERS, EMPLOYEES, VOLUNTEERS AND INDEPENDENT CONTRACTORS ASSOCIATED WITH AN X-CEL PARTY.

YOU EXPRESSLY AGREE THAT THE FOREGOING LIMITATION OF LIABILITY PROVISIONS ARE INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PORTION THEREOF IS HELD INVALID, YOU AGREE THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL FORCE AND EFFECT.

You agree you have read the TERMS OF USE including but not limited to the ASSUMPTION OF RISK , RELEASE OF LIABILITY AND LIMITATION OF LIABILITY PROVISIONS understand that you have given up substantial rights by signing it and have signed these Terms of Use freely and without any inducement of assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. If the participant of the Online Service Activities is a minor then you as the minor's parent and/or legal guardian understand the nature of the above referenced Activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such Online Service and Activities. You agree you hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's Account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, you, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, you WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

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Printed name of Participant(s)

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Printed name of Parent/or Legal Guardian

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Signature of Parent/or Legal Guardian

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date